

INDEXING INSTRUCTIONS:
Lot 41, Section C, Quail Hollow
Subdivision, lying in Section 24,
Township 1 South, Range 7 West,
City of Olive Branch, Mississippi, as
recorded in Plat Book 29, Page 14,
Chancery Clerk's Office, DeSoto
County, Mississippi.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we, William H. Phillips and wife, Luretha J. Phillips, hereinafter called GRANTORS, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTORS expressly reserve unto themselves, their heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

GRANTEE agrees that as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTORS' property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTORS and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTORS' property, includes compensation for damages, if any, to GRANTORS' property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTORS' property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTORS covenant and warrant that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

GRANTORS and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTORS; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantors fully understand that they have the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantors hereby waive their right to request the appraisal and convey the real property for the drainage easement herein described to Grantee for the price determined by Grantee's appraiser.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 11th day of April, 2006.

GRANTORS:

GRANTEE:

William H. Phillips
William H. Phillips

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: Samuel P. Rikard
Samuel P. Rikard, Mayor

Luretha J. Phillips
Luretha J. Phillips

ATTEST: Judy C. Herrington
Judy C. Herrington, City Clerk

Witnessed by: [Signature]

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of April, 2006, within my jurisdiction, Tim Centin, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named William H. Phillips and wife, Luretha J. Phillips, whose names are subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Witness [Signature]

[Signature]
NOTARY PUBLIC

My Commission Expires SEP 22, 2009
MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2006, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Michelle M. Taylor
NOTARY PUBLIC

My Commission Expires:

Oct. 24, 2009

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 24, 2009
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:

5295 Coleman Road
Olive Branch, MS 38654
Res. Tel.: 662-893-4624
Bus. Tel.: 662-893-4624

Grantee's Address:

9200 Pigeon Roost Rd.
Olive Branch, Mississippi 38654
662-895-9200
662-895-9200

Prepared by and Return to:

Bryan E. Dye
City of Olive Branch
9200 Pigeon Roost Rd.
Olive Branch, MS 38654

**STORM WATER
DRAINAGE EASEMENT**

**Prepared by: The City of Olive Branch
Engineering Department**

Draftsperson: TL Date: 02/14/06

EXHIBIT NO. 1 **SHEET 1 OF 1**

THIS PROPERTY IS LOCATED IN SECTION 24
TOWNSHIP 1 South, RANGE 7 West
DESOTO COUNTY, MISSISSIPPI

NORTH



SCALE 1" = 100'

EASEMENT REQUIRED:

Unencumbered:

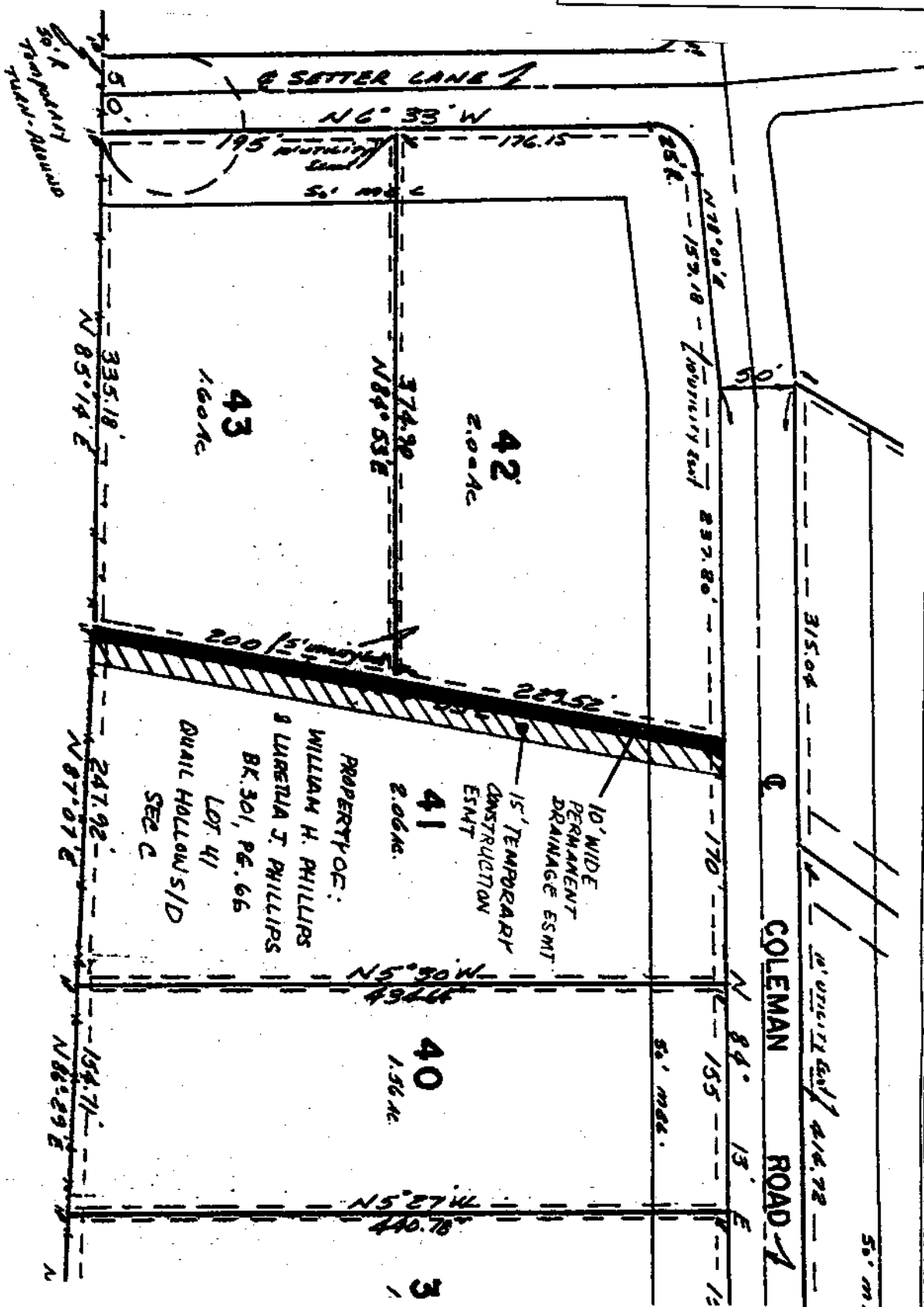
Encumbered:

PERM: 4,295.20 S.F. PERM: 0.0 S.F.

PERM: 0.0 S.F

TEMP: 6,442.80 S.F. TEMP: 0.0 S.F.

TEMP: 0.0 S.F.



PHYSICAL ADDRESS: 5295 COLEMAN RD.
OLIVE BRANCH, MS 38654

**WILLIAM H. PHILLIPS
LURETHA J. PHILLIPS
BK. 301, PG. 66**

EXHIBIT 1

Being a portion of Lot 41, Section "C", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 29, Page 14-15 in the Desoto County Chancery Clerks Office, Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT

Being a 10-foot wide strip of land parallel and adjacent to the west property line of subject property containing 4,295 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 15 -foot wide strip of land parallel and adjacent to the east of the proposed drainage easement, containing 6,442 square feet more or less.